

A. G. Contract No. KR892074TRD
ECS File: JPA-88-55
Project: N-900-961/H2025 01C
Section: Picacho Peak S.P.

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
AND
THE ARIZONA STATE PARKS BOARD

THIS AGREEMENT is entered into 4 October, 1989,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION ("ADOT") and the STATE
OF ARIZONA, STATE PARKS BOARD, acting by and through its Board
(the "Parks Board").

I. RECITALS

1. ADOT is empowered by Arizona Revised Statutes Section
28-108 to enter into this agreement and has by resolution, a
copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has delegated to the
undersigned the authority to execute this agreement on behalf
of ADOT.

2. The Parks Board is empowered by Arizona Revised
Statutes Section 41-511.05 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Parks Board.

3. By resolution No. ⁹⁰~~80~~, the Parks Board has designated
roads, spurs and other traffic related appurtenances within the
State Park boundaries as public highways for the purpose of
improving those facilities. The purpose of this agreement is
to set forth the responsibilities of ADOT and the Parks Board
in designing and constructing improvements to park roads,
parking areas and related facilities, as authorized by Arizona
Revised Statutes Section 28-1822.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>14282</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10-4-89</u>
<u>Jim Sheen</u> Secretary of State
By <u>B. Hermillon</u>

II. SCOPE OF WORK:

1. ADOT will:

a. According to ADOT standards and specifications and at its own cost, ADOT shall design, call for bids, award one or more construction contracts and administer same. The improvements include, but are not limited to, reconstruction of one mile of existing Park road to include portions of the Main Park Road, existing Maintenance Road, Monument Road, Contact Station Road, Day Use Road, Barret Loop Road and De Anza Loop Road; Construction of 4.5 miles of new park roads to include the Main Park Road, Campground Roads, Group Use Area Roads, Equestrian Area Road, Hiking Area Road and the Residence Road.

b. Acquire in the name of the Parks Board additional rights of way for purposes of roadway construction, where necessary. The Parks Board herein authorizes ADOT to condemn in the Parks Board's name rights of way for these purposes, as required to accomplish said acquisition.

c. Bear all costs associated with the project, estimated at \$2,500,000 to include any contractor claims for extra compensation.

2. Parks Board will:

a. Provide information to support the development and construction of the project, including as-built plans, aerial photos, topography and survey notes of the existing facilities and necessary permits allowing for the contemplated construction.

b. Maintain the improvements after completion and acceptance of the work.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

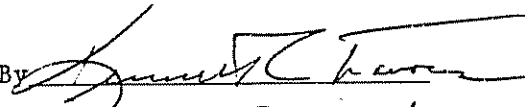
Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Arizona State Parks Board
800 W. Washington Street Suite 415
Phoenix, AZ 85007

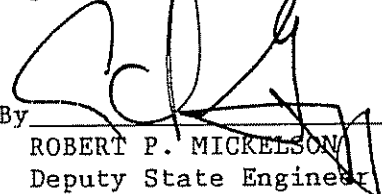
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA
State Parks Board

By 
Executive Director
Title

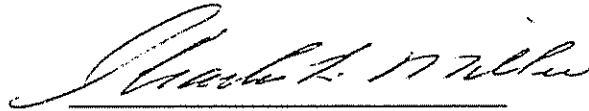
STATE OF ARIZONA
Department of Transportation

By  for
ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 28th day of August 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Arizona State Parks Board for the purpose of defining responsibilities for the construction of improvements to Picacho Peak State Park.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 90
By the Arizona State Parks Board
Authorizing the Execution of the Intergovernmental
Agreement with the
Department of Transportation

Under powers granted to the Arizona State Parks Board by ARS 41-511.05, **BE IT RESOLVED** on this 12th. day of May 1989, that **THE ARIZONA STATE PARKS BOARD** determines it is in the best interest of the State of Arizona to enter into an Interagency Agreement with the **ARIZONA DEPARTMENT OF TRANSPORTATION** wherein the **ARIZONA DEPARTMENT OF TRANSPORTATION** will improve various areas within Picacho Peak State Park including, but not limited to, drainage easements, construction easements, road rights-of-way, and the acquisition of such lands in the name of the Parks Board where necessary to accomplish such improvements. The Board designates as public highways the roads, spurs, and other traffic related appurtenances within Picacho Peak State Park for the purpose of constructing revetments under the Interagency Agreement, Project N-900-961.*

THEREFORE, authorization is hereby given to The Arizona State Parks Board Executive Director, or his designee, to sign said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

After general discussion, the motion to adopt said resolution was made by Duane Miller and seconded by William Roe, and was unanimously carried by the members present, as follows:

Joni Bosh
 William Roe
 Duane Miller
 M. Jean Hassell

There upon, Joni Bosh, Chairman of the Arizona State Parks Board, declared that the Resolution had been adopted.

Attest: On May 12, 1989, the Aforementioned Resolution was passed on the Consent Agenda and adopted by the Arizona State Parks Board in Regular Session.

* Project Number changed from VLT-900-942 to N-900-961 per ADOT request.

Joni Bosh

Joni Bosh, Chairman

Joni Bosh

Joni Bosh, Chairman

5/12/90

Date



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR892074TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28th day of September, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division